IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
BEAUMONT DIVISION

TAYLORS INTERNATIONAL	**§**	
SERVICES, INC.	**§**	
Plaintiff	**§**	**CIVIL ACTION NO. ________________**
	§	
VS.	**§**	
	§	
M/V TOPAZ CAPTAIN, its	**§**	**FED. R. CIV. P. 9(h) Admiralty Claim**
apparel, equipment, engines, freights,	**§**	
tackle, etc., *in rem*	**§**	
Defendant	**§**	

VERIFIED ORIGINAL COMPLAINT

COMES NOW, Taylors International Services, Inc., plaintiff, and for its complaint against the M/V TOPAZ CAPTAIN, its apparel, equipment, engines, freights, tackle, etc., *in rem*, and with respect avers as follows:

I.

Plaintiff is a foreign for-profit corporation organized in Nevada, with its principal office located at 2301 South College Extension, Lafayette, Louisiana.

The M/V TOPAZ CAPTAIN is a foreign flag offshore construction vessel, IMO No. 9255115, Call Sign ZCPY5, and is now, or during the pendency of this cause, within this District and Division and subject to the jurisdiction of this Court.

II.

This is an admiralty or maritime claim within the meaning of FED. R. CIV. P. 9(h). The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1330, 28 U.S.C. § 1333, 28 U.S.C. § 1602 *et seq.*, and Rule C of the Supplemental Rules for Certain Admiralty and

Maritime Claims. This action seeks the enforcement of a maritime lien and the arrest of the M/V TOPAZ CAPTAIN, its apparel, equipment, engines, freights, tackle, etc. pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims. This claim is against the M/V TOPAZ CAPTAIN, its apparel, equipment, engines, freights, tackle, etc. for failure to pay for necessaries provided to the vessel by plaintiff in the form of labor, services, catering, materials and supplies. Upon information and belief, the M/V TOPAZ CAPTAIN is, or was, chartered and operated by BOA Marine Services, Inc., who is bound to make payment through maritime attachment liens and contracts with plaintiff.

III.

BOA Marine Services, Inc. entered into a Master Service Contract with plaintiff on or about November 28, 2014 whereby plaintiff would provide labor, services, catering, materials and supplies to the M/V TOPAZ CAPTAIN. In this contract, BOA Marine Services, Inc. agreed through its duly authorized representatives to pay for the catering goods and services. BOA Marine Services, Inc. was, the vessel manager or charterer, or acted upon the authority of the vessel's owners, master, person entrusted with the management of the vessel at the port of supply and/or officer agent appointed by the owners, charterers of the vessel and/or owner *pro hac vice*. Such labor, services, catering, materials and supplies constitute domestic necessaries for the purpose of the Federal Maritime Lien Act, 46 U.S.C. § 33141*, et seq*., as the labor, services, catering, materials and supplies were reasonably necessary in and for the conduct of the business of the vessel and enabled the vessel to perform her particular function. Therefore, plaintiff has a preferred maritime lien against the vessel for such domestic necessaries.

IV.

The outstanding debt currently due for the catering goods and services provided by plaintiff to the M/V TOPAZ CAPTAIN totals at least $589,116.63. Although plaintiff has demanded payment for the outstanding invoices, BOA Marine Services, Inc. has refused to pay the invoices. All offsets or credits have been applied to this debt. Therefore, defendant is liable for this overdue unpaid balance in the amount of $589,116.63.

Pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims, plaintiff seeks to enforce its claims for the catering goods and services provided to the M/V TOPAZ CAPTAIN as a maritime lien.

V.

All conditions precedent have been performed or have occurred.

VI.

In addition to the above, plaintiff seeks recovery of reasonable attorneys' fees and expenses, costs of Court, prejudgment and post judgment interest, as provided for in the Contract or under applicable law.

WHEREFORE, PREMISES CONSIDERED, plaintiff prays as follows:

1. That process issue against the M/V TOPAZ CAPTAIN, its apparel, equipment, engines, freights, tackle, etc., *in rem*, and that all persons having or claiming any interest therein be cited to appear and answer in this case;

2. That the vessel be condemned and be sold free and clear of all liens and encumbrances to pay Taylors International Services, Inc.'s claim with interest, costs, and disbursements of suit;

3. That the claim of Taylors International Services, Inc. be given priority pursuant to applicable law;

4. That a judgment be entered in favor of plaintiff against defendant, the M/V TOPAZ CAPTAIN, its apparel, equipment, engines, freights, tackle, etc., *in rem*, for at least the $589,116.63 currently owed, attorneys' fees, court costs and additional accrued interest;

5. That the Court find that the catering goods and services provided by Taylors International Services, Inc. to the M/V TOPAZ CAPTAIN constitute a maritime lien for necessaries;

6. That upon sale of the vessel the Court order that the sums adjudged due to plaintiff, attorneys' fees, court costs and additionally accrued interest be paid to Taylors International Services, Inc. from the proceeds of the sale; and

7. That this Court grant plaintiff such other and further relief to which it may show itself justly entitled at law, in equity, or in admiralty.

Respectfully Submitted,

KEOGH, COX & WILSON, LTD.

By: /s/ *John P. Wolff, III*

John P. Wolff, III (State Bar # 793161)
Tori S. Bowling (Louisiana Bar #30058)

Pro hac vice admission pending
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VERIFICATION

STATE OF LOUISIANA §
§
PARISH OF LAFAYETTE §

BEFORE ME, the undersigned authority, personally came and appeared Jamie Tarpley, who, being duly sworn, did depose and say that he is the Chief Financial Officer of Taylors International Services, Inc., that he has read the foregoing complaint and the factual allegations are true and correct and are within his personal knowledge.

Jamie Tarpley, Chief Financial Officer
Taylors International Services, Inc.

SWORN TO AND SUBSCRIBED before me, this 31st day of August 2016.

Notary Public, State of Louisiana

KIM ROBINSON BROUSSARD
Notary Public
State of Louisiana
Lafayette Parish
Notary ID # 133142
My Commission is for Life